

Thomas E. Willoughby
HILL RIVKINS LLP
Attorneys for Plaintiff
45 Broadway, Suite 1500
New York, New York 10006
Tel.: 212-669-0600

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MANUM CORP.,

Index No.

Plaintiff,

- against -

COMPLAINT

EDI EXPRESS, INC.

Defendant.
-----X

Plaintiff, MANUM CORP., by its attorneys, HILL RIVKINS LLP,
complaining of the above-named defendant, alleges upon information and belief:

FIRST: This Honorable Court has subject matter jurisdiction pursuant
to 49 U.S.C. §14706 and 49 U.S.C. §10521, also known as the Carmack Amendment.

SECOND: The Plaintiff, MANUM CORP. (hereinafter "MANUM") is a
United States corporation with a place of business at 2300 Marcus Ave., Suite C, New
Hyde Park, New York 11042 and is engaged in the business of importing, receiving
and selling electronic equipment products.

THIRD: The Defendant, EDI EXPRESS, INC. (hereinafter "EDI") is a
corporation engaged in the business of a common carrier by truck for hire in interstate
commerce with a place of business at 2303 W. 190th Street, Torrance, California
90504.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST EDI

FOURTH: Plaintiff repeats and realleges paragraphs FIRST through THIRD of the complaint as if fully set forth herein at length.

FIFTH: On or before April 7, 2015, EDI agreed to provide transportation service via road in interstate commerce from Doral, Florida to New Hyde Park, New York for MANUM's cargo of Toilette Preparations, pursuant to EDI Express Straight Bill of Lading 404987387.

SIXTH: On or about April 7, 2015, a cargo of Toilette Preparations was delivered in good order and condition to EDI.

SEVENTH: The cargo was delivered severely short at destination and Plaintiff suffered a loss for that portion of the cargo's value.

EIGHTH: By reason of the foregoing, the Defendant, EDI, was in breach of its duties as a common carrier under the Carmack Amendment, and was also negligent and careless in their handling of Plaintiff's cargo, and further breached and violated their duties and obligations as warehousemen and/or bailees of said cargo, and were otherwise at fault.

NINTH: Plaintiff has performed all duties and obligations on its part to be performed.

TENTH: By reason of the premises, Plaintiff has sustained damages as nearly as same can be estimated, in the amount of \$50,000.00.

W H E R E F O R E, Plaintiff prays:

1) That process in due form of law according to the practice of this Court may issue against Defendant;

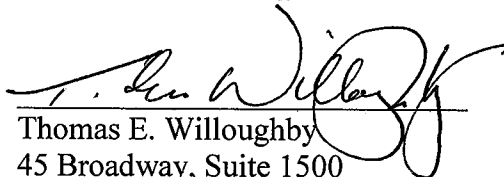
2) That a judgment may be entered in favor of Plaintiff against the Defendant in the amount of \$50,000.00 together with reasonable attorney's fees, interest from April 7, 2015, and costs of suit, all as provided in the Agreement.

3) Plaintiff further prays for such other, further and different relief as this Court may deem just and proper in the premises.

Dated: New York, New York
March 17, 2016

HILL RIVKINS LLP
Attorneys for Plaintiff

By:


Thomas E. Willoughby
45 Broadway, Suite 1500
New York, New York 10006
Tel.: 212-669-0600